

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGE 4
2. AMENDMENT/MODIFICATION NO. M006		3. EFFECTIVE DATE 09/01/2009	4. REQUISITION/PURCHASE REQ. NO. 38-05-379M006* 06/16/2009	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Contract Management Branch No. 4 Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MONSTER GOVERNMENT SOLUTIONS LLC MONSTER GOVERNMENT SOLUTIONS 8280 GREENSBORO DR STE 900 MC LEAN VA 221023807 CODE DUN:128844854			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS02F0010P DR-38-05-379	
			X	10B. DATED (SEE ITEM 13) 07-28-2005	
FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 9-8415-5C1133, G8427, 2574, 31X0200
Amount Obligated: \$186,124.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause FAR 52.243-1
Mutual Agreement of Both Parties
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 02 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification number 06 is to: 1) Increase the ceiling amount of the contract by \$186,124 which changes the ceiling from \$745,326 to \$981,450; 2) Increase the amount obligated by \$186,124 from \$745,326 to \$981,450; revise the price schedule; extend the period of performance to July 30, 2005 to July 31, 2010; and to incorporate NRC Clause titled, "Contractor Responsibility for Protecting Personally Identifiable Information (PII)."

Please see page 2 for the specific changes made to this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>William Clinton, Pricing Manager</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monique B. Williams Contracting Officer	
15B. CONTRACTOR OFFICER <i>William Clinton</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/15/09	16B. UNITED STATES OF AMERICA BY <i>Monique B. Williams</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8/31/2009

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 25 2009

ADM002

Accordingly, the contract is hereby modified as follows:

- Item No. 17 Schedule is modified to change CLIN 012 Bundled Project Support (Silver Plan) to the following:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Hiring Management Subscription (25 Users)	[REDACTED]	Months	[REDACTED]	\$139,062
Non-Production System Subscription	[REDACTED]	Months	[REDACTED]	\$ 27,812
<u>Account Management</u>				
Labor Category – Project Manager	[REDACTED]	Hours	[REDACTED]	\$ 19,250
TOTAL PRICE				\$ 186,124

- The period of performance of the delivery order is changed from July 30, 2005 to July 31, 2010.
- Increase the ceiling amount of the contract by \$186,124 which changes the ceiling from \$745,326 to \$931,450; and increase the amount obligated in the contract from \$745,326 to \$931,450.
- Incorporate new clause titled, "Contractor Responsibility for Protecting Personally Identifiable Information (PII):

Contractor Responsibility for Protecting Personally Identifiable Information (PII)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII)¹ that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the

* Personally identifiable information (PII) is information that can be used to identify or contact a person uniquely and reliably or can be traced back to a specific individual. PII is a person's name, in combination with any of the following information: relatives' names, postal address, e-mail address, home or cellular telephone number, personal characteristics, Social Security number, date or place of birth, mother's maiden name, driver's license number, bank account information, credit card information, or other information that would make the individual's personal identity easily traceable. The loss, misuse, modification, or unauthorized access to PII can reasonably be foreseen to harm the public interest, the commercial or financial interests of the entity or individual to whom the information pertains, the conduct of NRC and Federal programs, or the personal privacy of individuals. The NRC considers an individual's personal identity to be distinct from an individual's professional identity, therefore NRC does not treat an individual's name in combination with their job/position title, work telephone number, official work address, and work e-mail address as PII.

contractor during the course of contract performance, must comply with the following requirements:

1. General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
2. Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
3. Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.
4. Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
5. Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer. After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
6. Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.
7. Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.
8. Remedies:
 - a. The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

- b. Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.
9. Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

(End of Clause)

5. A summary of obligations from the award date through the date of this action is provided below:

Total FY2005 Obligations: \$339,581.00

Total FY2006 Obligations: \$41,582.00

Total FY2007 Obligations: \$364,163.00

Total FY2008 Obligations: \$50,000.00

Total FY2009 Obligations: \$186,124.00

TOTAL NRC OBLIGATIONS: \$981,450.00

This modification obligates fiscal year 2009 funds in the amount of \$186,124.00.

All other terms and conditions of the subject contract remain unchanged.